

JACKSONVILLE CITY COUNCIL
SPECIAL WORKSHOP MEETING

PROPOSED AGENDA

March 17, 2015

5:00 PM

CALL TO ORDER

ADOPTION OF AGENDA AND CONSENT ITEMS

Agenda Packet Number

CONSENT ITEMS

- | | |
|--|---|
| 1. General Budget Amendment | 2 |
| 2. Memorandum of Agreement City of Jacksonville and
Marine Corps Installation East-MCB Camp Lejeune
for Traffic Light Management | 5 |
| 3. Memorandum of Understanding - Beirut Memorial
Advisory Board | 9 |

WORKSHOP AGENDA TOPICS:

4. Commercial Garbage Collection
5. Update: Fluoride/City Water System
6. Update: Submission of NPDES Coastal Rules Second Annual Report
7. Presentation: Redevelopment of New River Housing Area

ADJOURNMENT



Request for City Council Action

**Consent
Agenda
Item: 1**
Date: 3/17/2015

Subject: General Budget Amendment

Department: Finance

Presented by: Gayle Maides, Finance Director

Presentation: No

Issue Statement

Departments submitted budget amendment requests since the last legislative budget amendment. The details of the adjustments are shown in the staff report.

Financial Impact

None.

Action Needed

Consider the Budget Amendment

Recommendation

Staff recommends Council approve the Budget Amendment

Approved: ☒ City Manager ☐ City Attorney

Attachments:

- A Proposed Budget Amendment



Staff Report

Consent
Agenda
Item:

1

General Budget Amendment

General Fund – Move funds from Fire to Traffic Signal Control for the maintenance of Traffic Signal Pre-emption Equipment (\$11,115); move funds from Non-Departmental to Parks to reserve trees for Beirut Memorial Grove

Stakeholders

- The Citizens of the City of Jacksonville
- The City of Jacksonville

Options

Option 1: Approve the budget amendment. **STAFF RECOMMENDED**

Pros: Will have the funds in Traffic Signal to maintain Pre-emption Equipment; will be able to place the purchase of trees for Beirut Memorial Grove.

Cons: None

Option 2: Do not approve the budget amendment.

Pros: None

Cons: Maintenance will be deferred; identified trees may not be available at a later date.

ORDINANCE (2015-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2015 BUDGET

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that the following amendment to the Fiscal Year 2015 General Fund budgets are hereby enacted:

GENERAL FUND

EXPENDITURES	BUDGET	CHANGE	TOTAL
FIRE	7,224,041	(11,115)	7,212,926
TRAFFIC SIGNAL CONTROL	765,005	11,115	776,120
NON-DEPARTMENTAL	8,920,196	(20,000)	8,900,196
PARKS	2,131,691	20,000	2,151,691
TOTAL ADJUSTMENTS		-	
TOTAL FUND EXPENDITURES	47,249,791	-	47,249,791

To move funds from Fire to Traffic Signal Control to provide maintenance for Traffic Signal Pre-emption Equipment; to move funds from Non-Departmental to Parks to reserve trees for Beirut Memorial Grove.

This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in special session this 17th day of March 2015.

Sammy Phillips, Mayor

ATTEST:

Carmen K. Miracle, City Clerk

Attachment

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Request for City Council Action

**Consent
Agenda
Item:** **2**
Date: 3/17/2015

Subject: Memorandum of Agreement – Camp Lejeune Signal ITS Integration
Department: CMO - Transportation Services
Presented by: Anthony Prinz, Transportation Services Administrator
Presentation: No

Issue Statement

In October 2014, the City began operating the ITS system. Since its inception, there has been a desire to integrate Camp Lejeune traffic signals with ITS to improve on and off base traffic flow. Over the last year, staff has worked through details related to physical security, logistics and funding to initiate a pilot program that will evaluate the effectiveness of operating three Camp Lejeune signals through ITS. The pilot is solely to evaluate City operation of the traffic signals, maintenance will remain the responsibility of Camp Lejeune.

If the attached Memorandum of Agreement is approved, signals will communicate with ITS via secure cellular network to alleviate physical security concerns. All signals within the pilot program are located on Holcomb Boulevard and Brewster Boulevard within the Jacksonville City Limits. Upon demonstrated success, ITS is capable of accommodating expansion to other traffic signals aboard Camp Lejeune, as appropriate. If the pilot is not successful, City-owned communication equipment will be retrieved and repurposed within the existing ITS system.

Financial Impact

The adopted FY 15 Traffic Signal Control budget will accommodate associated costs. Total expense to the City for the remainder of FY 15 is \$2,500. Camp Lejeune has invested more than \$25,000 to upgrade existing signals to facilitate ITS integration.

Action Needed

Consider approving the agreement and authorizing City Manager to execute the Memorandum of Agreement with Camp Lejeune.

Recommendation

Staff recommends that Council approve the agreement and authorize the City Manager to execute the Memorandum of Agreement

Approved: ☐ City Manager ☐ City Attorney

Attachments:

A Memorandum of Agreement

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE, NC
AND
MARINE CORPS INSTALLATIONS EAST - MARINE CORPS BASE CAMP LEJEUNE
(MCIEAST-MCB CAMLEJ)
FOR
TRAFFIC LIGHT MANAGEMENT
M67358-141021-A013

This is a Memorandum of Agreement (MOA) between the City of Jacksonville, NC, and MCIEAST-MCB CAMLEJ. When referred to collectively, the City of Jacksonville and MCIEAST-MCB CAMLEJ are referred to as the "Parties".

1. PURPOSE: Assign specific traffic light management responsibilities and/or agreements between the City of Jacksonville and MCIEAST-MCB CAMLEJ for the purpose of relieving traffic congestion at three traffic light intersections aboard the installation which directly affects traffic congestion in the city.

2. BACKGROUND: The City of Jacksonville has installed an Intelligent Traffic Management System (ITMS) which provides the capability to manage traffic by observation through strategically placed cameras and to adjust the timing of traffic lights in congested areas to correct traffic flow. Since this congestion typically occurs within the City of Jacksonville as MCIEAST-MCB CAMLEJ personnel are traveling to and from work, a key component to realizing full operational benefit from the ITMS is the ability to also control traffic lights at the installation entry gates. Additional camera capability will not be installed as the still cameras presently situated are sufficient.

3. RESPONSIBILITIES OF THE PARTIES:

3.1. CITY OF JACKSONVILLE

3.1.1. Will acquire, install and maintain modems at the MCIEAST-MCB CAMLEJ traffic lights located at the intersections of:

3.1.1.1. Holcomb Boulevard and Brewster Boulevard

3.1.1.2. Holcomb Boulevard and Sawmill Rd

3.1.1.3. Stone St and Brewster Boulevard

Attachment

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3.1.2. Will control traffic light timing via the modems at the three intersections (reference paragraph 3.1.1.) for the purpose of maintaining and improving traffic flow.

3.2. MCIEAST-MCB CAMLEJ

3.2.1. Will ensure equipment and software at the designated intersections (reference paragraph 3.1.1.) are operationally maintained.

3.2.2. Will ensure the modems will in no way interact/interfere with MCIEAST-MCB CAMLEJ's secure communications network.

4. GENERAL PROVISIONS:

4.1. POINTS OF CONTACT: The following points of contact will be used by the Parties for communication purposes to include written correspondence and notices in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

4.1.1. City of Jacksonville:

Transportation Services Administrator
815 New Bridge Street
Jacksonville, NC 28541
COML: (910) 938-5292

4.1.2. MCIEAST-MCB CAMLEJ:

Commanding General
(Attn: Assistant Chief of Staff, G-7)
MARINE CORPS INSTALLATIONS EAST-MARINE CORPS BASE
CAMP LEJEUNE
PSC 20005
CAMP LEJEUNE, NC 28542-0005
COML: (910) 451-7645

4.2. FUNDS AND MANPOWER: This MOA does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

4.2.1. PERSONNEL: Each Party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

4.3. MODIFICATION OF MOA: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOA will be reviewed triennially.

4.4. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, executive order, directive, or instruction, be resolved by consultation between the Parties.

4.5. TERMINATION OF UNDERSTANDING: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon written consent of the Parties.

4.6. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Parties.

4.7. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOA embodies the entire understanding between the Parties regarding the MOA's subject matter.

4.8. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

4.9. EXPIRATION DATE: This MOA expires five years from the date of last Party signature.

APPROVED:

SAMMY PHILLIPS Date
Mayor
City of Jacksonville, NC

Y. R. ESCALANTE Date
Colonel, USMC
Acting Commander
Marine Corps Installations
East-Marine Corps Base, Camp
Lejeune



Request for City Council Action

**Consent
Agenda
Item:** **3**
Date: 3/17/2015

Subject: Beirut Memorial Advisory Board Memorandum of Understanding

Department: City Manager's Office

Presented by: Glenn Hargett, Assistant City Manager

Presentation: No

Issue Statement

The City has held solemn the promise to never forget the events of October 23, 1983 and the extraordinary actions this community took to create the Beirut Memorial. A joint agreement created the first iteration of the Beirut Memorial Advisory Board in 1986. In 1991, the agreement was revised reflecting changes in leadership and the focus on the care of the memorial, the annual observance and sustaining the board.

Military officials asked for an update to the current agreement reflecting the new composition of the leadership. The new agreement is more suited to a continuation of the group since so many of the first generation of leaders are no longer able to serve. It clearly defines the chairmanship, terms and appointment authority and continues the focus on the welfare of the Memorial and the annual Observance.

Financial Impact

None

Action Needed

Consider approving the agreement and authorizing the Mayor to sign on behalf of the City the Memorandum of Understanding.

Recommendation

Staff recommends Council approve the agreement and authorize the Mayor to sign the Memorandum of Understanding.

Approved: ☐ City Manager ☐ City Attorney

Attachments:

- A Proposed Memorandum
- B Current Memorandum



Staff Report

Consent
Agenda
Item:

3

Beirut Memorial Advisory Board Memorandum of Understanding

Introduction

Jacksonville responded to the Beirut Bomb Blast of October 23, 1983 with an outpouring of support, sympathy and a renewed appreciation of the value of our diverse but unified community. With funds easily obtained from a Memorial Tree program, the effort to build what is now the largest military memorial every funded entirely from donations began. Today it stands testament to the resolve of this community to never forget and was an inspiration for our City motto of "a caring community."

To care for and to organize the now annual observance to tell the story of the events of October 23, 1983 and the subsequent actions of our community, the Beirut Memorial Advisory Board was created as a joint operation of the City and Camp Lejeune.

Over time the agreement was formalized and then revised as changes occurred within the military. Noting that the organization of the military had changed, and the last agreement was signed by officials in 2000, the new proposal was developed by the military with review by City staff and the concepts reviewed by the current Board.

Key Points

The charges are the same for the Board: to oversee the annual observance, oversee other observances there, and to make recommendations about maintenance and landscaping of the Memorial. The Agreement calls on the Commanding General of MCI East to make two appointments for a two-year term in July of each even-numbered year. Members serve at the CG's pleasure and all actions of the board may be approved or disapproved by the CG. Additionally, new categories of ex-officio, honorary and emeritus members may be named by the CG.

The same powers extend to the Mayor except the office holder may make seven appointments on even numbered years for two-year terms, and the office holder has the power to appoint the chairman. The agreement sets an expiration of nine years after the effective date.

Stakeholders

- Citizens of Jacksonville
- Beirut Veterans and the families of the fallen, Veterans

Recommendation – Authorize the Mayor to sign the revised agreement.
(Recommended)

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARINE CORPS INSTALLATIONS EAST-MARINE CORPS BASE CAMP LEJEUNE
(MCIEAST-MCB CAMLEJ)
AND
CITY OF JACKSONVILLE
M67358-141006-U005

This Memorandum of Understanding (MOU) is between MCIEAST-MCB CAMLEJ and the City of Jacksonville. When referred to collectively, the MCIEAST-MCB CAMLEJ and the City of Jacksonville will be referred to as the "Parties".

1. BACKGROUND: Since 1990, the Beirut Memorial Advisory Board has been responsible for the administrative oversight of the Beirut Memorial. Responsibilities established are to:

1.1. Oversee the planning and execution of the annual observance at the Memorial.

1.2. Coordinate, communicate, and schedule all other ceremonies conducted at the memorial.

1.3 Receive, review, and make recommendations to the Commanding General (CG), MCIEAST-MCB CAMLEJ, regarding requests pertaining to the maintenance of the memorial and landscaping of its grounds.

2. PURPOSE: This MOU outlines the terms, conditions, and expectations of the Parties on a non-reimbursable basis. This MOU replaces M67001-000920-A001.

3. UNDERSTANDINGS OF THE PARTIES:

3.1. CG, MCIEAST-MCB CAMLEJ shall:

3.1.1. Appoint up to two members for the Beirut Memorial Advisory Board to a two-year term which will begin on the first of July of each even numbered year and continue until 30 June of the subsequent even numbered year. In case of an unforeseen vacancy during a member's term, an interim member may be appointed for the duration of the current term. During their term, the members will serve at the CG's pleasure.

3.1.2. Have the authority to approve and disapprove all actions of the Board.

Attachment

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3.1.3. Have appointing authority to name ex-officio, honorary, and emeritus members by office who demonstrate wise counsel or exemplary service. These members are invited to all functions of the Board but have no vote or other obligation.

3.2. Mayor of the City of Jacksonville shall:

3.2.1. Appoint up to seven members for the Beirut Memorial Advisory Board to a two-year term which will begin on the first of July of each even numbered year and continue until 30 June of the subsequent even numbered year. In case of an unforeseen vacancy during a member's term, an interim member may be appointed for the duration of the current term. During their term, the members will serve at the Mayor's pleasure.

3.2.2. Appoint a chairman to the Beirut Memorial Advisory Board.

3.2.3. Have the authority to approve and disapprove all actions of the Board.

3.2.4. Have appointing authority to name ex-officio, honorary, and emeritus members by office who demonstrate wise counsel or exemplary service. These members are invited to all functions of the Board but have no vote or other obligation.

4. PERSONNEL: Each Party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS: The Beirut Memorial Advisory Board shall meet at least annually on the second Monday in September and as required by events or special calls.

5.1. Points of Contact (POC): The following POC will be used by the Parties to communicate during the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. MCIEAST-MCB CAMLEJ

5.1.1.1. Primary: Assistant Chief of Staff,
G-3/5

Phone: (910) 451-2742

5.1.1.2. Alternate: Operations Specialist, G-3/5

Phone: (910) 451-5746

5.1.2. CITY OF JACKSONVILLE

- 5.1.2.1. Primary: Assistant City Manager
Communications and Community
Affairs, City of Jacksonville
Phone: (910) 938-5220
- 5.1.2.2. Alternate: City Clerk,
City of Jacksonville
Phone: (910) 938-5224

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to MCIEAST-MCB CAMLEJ, to

- 5.2.1. Commanding General
Attn: Assistant Chief of Staff, G-3/5
Marine Corps Installations East-
Marine Corps Base
PSC Box 20005
Camp Lejeune, NC 28542-0005

and, if to City of Jacksonville, to

- 5.2.2. City of Jacksonville
815 New Bridge Street
PO Box 128
Jacksonville, NC 28541-0128

5.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

5.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties duly signed by their authorized representatives. This MOU will be reviewed triennially on or around the anniversary of its effective date.

5.5. DISPUTES: Any disputes relating to this MOU will be subject to any applicable law, Executive Order, directive, or instruction, and resolved by consultation between the Parties.

5.6. TERMINATING OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.


5.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

5.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

5.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.10. EXPIRATION DATE: This MOU expires nine years after the effective date.

APPROVED:



Y. R. ESCALANTE Date
Colonel, USMC
Acting Commander
Marine Corps Installations East-
Marine Corps Base, Camp Lejeune

SAMMY PHILLIPS Date
Mayor
City of Jacksonville
North Carolina

MEMORANDUM OF AGREEMENT
FOR
BEIRUT MEMORIAL ADVISORY BOARD
BETWEEN
MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA
AND
CITY OF JACKSONVILLE, NORTH CAROLINA

PURPOSE:

The purpose of the Beirut Memorial Advisory Board shall be to receive requests for additions or modifications to the Beirut Memorial, and make recommendations thereon to the Commanding General, Marine Corps Base, Camp Lejeune, North Carolina, regarding the maintenance of the Memorial, landscaping of its grounds, and to serve as a clearinghouse for ceremonies conducted at the Memorial. The Beirut Memorial Advisory Board will not raise, handle or otherwise process any funds.

MEMBERSHIP:

The membership of the Beirut Memorial Advisory Board shall consist of up to two (2) members appointed by the Commanding General, Marine Corps Base, Camp Lejeune, North Carolina, and up to seven (7) civilian members appointed by the Mayor of the City of Jacksonville, North Carolina. Members shall serve at the pleasure of the Commanding General and the Mayor, respectively. The Chairman shall be appointed by the Mayor of Jacksonville with the concurrence of the Commanding General. The Mayor of Jacksonville and the Commanding General, Marine Corps Base, Camp Lejeune have the authority to approve and disapprove all actions of the board.

MEETINGS:

The Beirut Memorial Advisory Board shall meet at least annually on the second Monday in September, and as required by events or special calls.

TERM:

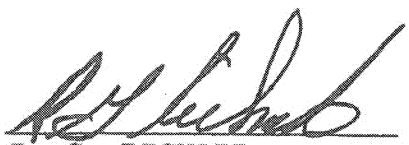
This Memorandum of Agreement will become effective upon its execution and shall remain in force for 10 years or until such time as either of the parties shall notify, in writing, the other party of the intention to rescind the agreement.

Attachment


B

MODIFICATION, AMENDMENT AND TERMINATION:

All parties to this agreement may initiate reviews or modifications whenever conditions warrant. Any changes, modifications, amendments, or termination to this agreement shall be in writing and subject to the approval of all parties.


R. G. RICHARD
Major General
Commanding General
Marine Corps Base
Camp Lejeune, North Carolina

8/18/60
Date


GEORGE L. JONES
Mayor
City of Jacksonville
North Carolina

9-20-60
Date